

**Bell Atlantic Corporation – Form 430**  
**Exhibit VII**  
**Page 4 of 4**

Ms. Doreen A. Toben  
Vice President and Chief Financial Officer – Network/Telecom Groups  
1717 Arch Street  
Philadelphia, Pennsylvania 19103

Mr. Chester N. Watson  
Vice President – Internal Auditing  
1095 Avenue of the Americas  
New York, New York 10036

Mr. Morrison DeS. Webb  
Executive Vice President – External Affairs and Corporate Communications  
1095 Avenue of the Americas  
New York, New York 10036

Ms. Ellen C. Wolf  
Vice President – Treasurer  
1095 Avenue of the Americas  
New York, New York 10036

Mr. James R. Young  
Executive Vice President & General Counsel  
1095 Avenue of the Americas  
New York, New York 10036



*State of Delaware*  
*Office of the Secretary of State*

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE RESTATED CERTIFICATE OF "BELL ATLANTIC CORPORATION",  
FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF AUGUST, A.D. 1997,  
AT 9:15 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

*Edward J. Freel, Secretary of State*

2018751 8100

981330988

AUTHENTICATION:

9268402

DATE:

08-24-98

81497

**CERTIFICATE OF RESTATED  
CERTIFICATE OF INCORPORATION**

Bell Atlantic Corporation, a corporation organized on October 7, 1983, and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of the Corporation held on June 25, 1996, resolutions were duly adopted setting forth a proposed Restated Certificate of Incorporation of the Corporation, declaring said restatement to be advisable and directing that the proposed restatement be submitted for consideration at the next meeting of the stockholders of the Corporation. The resolutions setting forth the proposed restatement are attached hereto as Exhibit A.

SECOND: That thereafter, pursuant to resolution of the Corporation's Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held on November 8, 1996, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting a majority of the outstanding stock entitled to vote thereon was voted in favor of the Restated Certificate of Incorporation as proposed by the Corporation's Board of Directors.

THIRD: That said Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed by P. Alan Bulliner, its Vice President - Corporate Secretary and Counsel, and attested by Jane F. Ludlow, its Assistant Secretary, this 14th day of August, 1997.

BELL ATLANTIC CORPORATION

By

P. Alan Bulliner

Vice President - Corporate Secretary  
and Counsel

Attest:

By

Jane F. Ludlow  
Jane F. Ludlow  
Assistant Secretary

## **EXHIBIT A**

RESOLVED, that, consistent with the Revised Merger Agreement, this Board deems it advisable for the Certificate of Incorporation of the Corporation to be amended and restated, effective only upon effectiveness of the Merger, as follows (the "Amended Certificate"):

### **RESTATED CERTIFICATE OF INCORPORATION OF BELL ATLANTIC CORPORATION**

1. **Corporate Name.** The name of the corporation is Bell Atlantic Corporation (the "Corporation").

2. **Registered Office.** The address of the registered office of the Corporation is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

3. **Corporate Purpose.** The nature of the business of the Corporation or the purposes of the Corporation to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended from time to time (the "GCL").

4. **Capital Stock.**

A. **Authorized Shares.** The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 2,500,000,000 shares, of which 2,250,000,000 shares are Common Stock, \$.10 par value per share, and 250,000,000 shares are Series Preferred Stock, \$.10 par value.

B. **Authority of Board to Fix Terms of Series Preferred Stock.** The Board of Directors of the Corporation is hereby expressly authorized at any time and from time to time to provide for the issuance of all or any shares of the Series Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such class or series and to the fullest extent as may now or hereafter be permitted by the GCL, including, without limiting the generality of the foregoing, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or

any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, or other securities or property, of the Corporation at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions. Unless otherwise provided in such resolution or resolutions, shares of Series Preferred Stock of such class or series which shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued Series Preferred Stock.

5. Board of Directors of the Corporation.

A. Responsibilities. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

B. Number. Subject to the right of the Board of Directors to increase or decrease the number of directors pursuant to this Article 5.B., the Board of Directors shall consist of 22 directors. The Board of Directors may increase or decrease the number of directors by the affirmative vote of (a) three-quarters of the entire Board of Directors if the effective date of such increase or decrease is prior to the date on which Raymond W. Smith ceases to be Chairman of the Corporation (hereinafter referred to as the "Retirement Date"), and (b) a majority of the entire Board of Directors if the effective date of the increase or decrease is on or after the Retirement Date.

C. Elections of Directors. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

D. Nominations for Directors. Except as otherwise permitted in Article 5.E., only persons who are nominated in accordance with the procedures established in the Bylaws shall be eligible for election as directors.

E. Vacancies. Vacancies and newly created directorships may be filled by the Board of Directors, provided that on or prior to the Retirement Date, such action shall be in accordance with the method for the selection of directors set forth in Section 4.16 of the Bylaws.

6. Bylaws. The Board of Directors is expressly authorized from time to time to make, alter or repeal the Bylaws of the Corporation in the manner set forth in the Bylaws from time to time.

7. Indemnification.

A. Indemnification of Authorized Representatives in Third Party Proceedings.--

The Corporation shall indemnify any person who was or is an authorized representative of the Corporation, and who was or is a party, or is threatened to be made a party to any third party proceeding, by reason of the fact that such person was or is an authorized representative of the Corporation, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such third party proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal third party proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any third party proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the authorized representative did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to, the best interests of the Corporation, or, with respect to any criminal third party proceeding, had reasonable cause to believe that such conduct was unlawful.

B. Indemnification of Authorized Representatives in Corporate Proceedings.--

The Corporation shall indemnify any person who was or is an authorized representative of the Corporation and who was or is a party or is threatened to be made a party to any corporate proceeding, by reason of the fact that such person was or is an authorized representative of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such corporate proceeding if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation; provided, however, that, except as provided in this Article 7 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such person in connection with an action, suit or proceeding (or part thereof) initiated by such person only if the initiation of such action, suit or proceeding (or part thereof) was authorized by the Board of Directors; provided further, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such corporate proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such authorized representative is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

C. Mandatory Indemnification of Authorized Representatives.--

To the extent that an authorized representative or other employee or agent of the Corporation has been successful on the merits or otherwise in defense of any third party or corporate proceeding or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith.

D. Determination of Entitlement to Indemnification.--

Any indemnification under section 7(A), (B) or (C) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the authorized representative or other employee or agent is proper in the circumstances because such person has either met the applicable standard of conduct set forth in section 7(A) or (B) of this Article or has been

successful on the merits or otherwise as set forth in section 7(C) of this Article and that the amount requested has been actually and reasonably incurred. Such determination shall be made:

- (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such third party or corporate proceeding; or
- (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
- (3) by the stockholders.

E. Advancing Expenses.--Expenses actually and reasonably incurred in defending a third party or corporate proceeding shall be paid on behalf of an authorized representative by the Corporation in advance of the final disposition of such third party or corporate proceeding and within 30 days of receipt by the secretary of the Corporation of (i) an application from such authorized representative setting forth the basis for such indemnification, and (ii) if required by law at the time such application is made, an undertaking by or on behalf of the authorized representative to repay such amount if it shall ultimately be determined that the authorized representative is not entitled to be indemnified by the Corporation as authorized in this Article. The financial ability of any authorized representative to make a repayment contemplated by this section shall not be a prerequisite to the making of an advance. Expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

F. Definitions.--For purposes of this Article:

(1) "authorized representative" shall mean any and all directors and officers of the Corporation and any person designated as an authorized representative by the Board of Directors of the Corporation or any officer of the Corporation to whom the Board has delegated the authority to make such designations (which "authorized representative" may, but need not, include any person serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise);

(2) "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued;

(3) "corporate proceeding" shall mean any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor and any investigative proceeding by the Corporation;



(4) "criminal third party proceeding" shall include any action or investigation which could or does lead to a criminal third party proceeding;

(5) "expenses" shall include attorneys' fees and disbursements;

(6) "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;

(7) actions "not opposed to the best interests of the Corporation" shall include without limitation actions taken in good faith and in a manner the authorized representative reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan;

(8) "other enterprises" shall include employee benefit plans;

(9) "party" shall include the giving of testimony or similar involvement;

(10) "serving at the request of the Corporation" shall include without limitation any service as a director, officer or employee of the Corporation which imposes duties on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants, or beneficiaries; and

(11) "third party proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation.

G. Insurance.--The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article.

H. Scope of Article.--The indemnification of authorized representatives and advancement of expenses, as authorized by the preceding provisions of this Article, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an authorized representative and shall inure to the benefit of the heirs, executors and administrators of such a person.

I. Reliance on Provisions.--Each person who shall act as an authorized representative of the Corporation shall be deemed to be doing so in reliance upon rights of

indemnification provided by this Article. Any repeal or modification of the provisions of this Article 7 by the stockholders of the Corporation shall not adversely affect any right or benefit of a director existing at the time of such repeal or modification.

J. Severability.--If this Article 7 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each authorized representative of the Corporation as to expenses, judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, a grand jury proceeding and an action, suit or proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article 7 that shall not have been invalidated, by the GCL or by any other applicable law.

8. Duty of Care. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. Any repeal or modification of the provisions of this Article 8 by the stockholders of the Corporation shall not adversely affect any right or benefit of a director of the Corporation existing at the time of such repeal or modification.

9. Board Consideration of All Relevant Factors. The Board of Directors of the Corporation, when evaluating any offer of another party to (a) make a tender or exchange offer for any equity security of the Corporation, (b) merge or consolidate the Corporation with another corporation, or (c) purchase or otherwise acquire all or substantially all of the properties and assets of the Corporation, may, in connection with the exercise of its judgment in determining what is in the best interests of the Corporation and its stockholders, give due consideration to (i) all relevant factors, including without limitation the social, legal, environmental and economic effects on employees, customers, suppliers and other affected persons, firms and corporations and on the communities and geographical areas in which the Corporation and its subsidiaries operate or are located and on any of the businesses and properties of the Corporation or any of its subsidiaries, as well as such other factors as the directors deem relevant, and (ii) the consideration being offered, not only in relation to the then current market price for the Corporation's outstanding shares of capital stock, but also in relation to the then current value of the Corporation in a freely negotiated transaction and in relation to the Board of Directors' estimate of the future value of the Corporation (including the unrealized value of its properties and assets) as an independent going concern.

10. Unanimous Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of all of the outstanding stock entitled to vote to take such action at any annual or special meeting of stockholders of the Corporation and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of

the Corporation having custody of the books in which proceedings or meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to unless, within 60 days of the earliest dated consent delivered in the manner required in this section to the Corporation, written consents signed by the holders of all of the outstanding stock entitled to vote to take such action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to a Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

11. Amendments. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.



**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
GTE CORPORATION,	)	
	)	
Transferor,	)	File No.
	)	
and	)	
	)	
BELL ATLANTIC CORPORATION,	)	
	)	
Transferee,	)	
	)	
For Consent to Transfer of Control.	)	

**PROTECTIVE ORDER**

1. On October 2, 1998, Bell Atlantic Corporation ("Bell Atlantic") and GTE Corporation ("GTE") filed applications with the Federal Communications Commission (the "Commission") pursuant to Sections 214 and 310 of the Communications Act to transfer control of GTE's FCC authorizations to Bell Atlantic. On \_\_\_\_\_, 1998, the \_\_\_\_\_ Bureau directed Bell Atlantic and GTE (individually or collectively, the "Submitting Party") to submit further information to the Commission for consideration in connection with the above-captioned proceeding. Because these documents, as well any documents that the Commission may request from Bell Atlantic and GTE in the future, may contain confidential and proprietary information, the Bureau hereby enters this Protective Order to insure that the documents considered by the Submitting Party to be confidential and proprietary are afforded protection. This Order does not constitute a resolution of the merits concerning whether any confidential information would be released publicly by the Commission upon a proper request under the Freedom of Information Act (FOIA) or otherwise.

2. Non-Disclosure of Stamped Confidential Documents. Except with the prior written consent of the Submitting Party, or as hereinafter provided under this Order, neither a Stamped Confidential Document nor the contents thereof may be disclosed by a reviewing party to any person. A "Stamped Confidential Document" shall mean any document that bears the legend (or which otherwise shall have had the legend recorded upon it in a way that brings its attention to a reasonable examiner) "CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER IN \_\_\_ Docket No. 98-\_\_\_

before the Federal Communications Commission” to signify that it contains information that the Submitting Party believes should be subject to protection under FOIA and the Commission’s implementing rules unless the Commission determines, sua sponte or by petition, pursuant to sections 0.459 or 0.461 of its rules that any such document is not entitled to confidential treatment. For purposes of this order, the term “document” means all written, recorded, electronically stored, or graphic material, whether produced or created by a party or another person.

3. Permissible Disclosure. Subject to the requirements of paragraph 5, Stamped Confidential Documents may be reviewed by outside counsel of record and in-house counsel who are actively engaged in the conduct of this proceeding, provided that those in-house counsel seeking access are not involved in competitive decision-making, *i.e.*, counsel’s activities, association, and relationship with a client are such as to involve counsel’s advice and participation in any or all of the client’s business decisions made in light of similar or corresponding information about a competitor. Subject to the requirements of paragraph 5 and subject to the obligation to secure the confidentiality of Stamped Confidential Documents in accordance with the terms of this order, such counsel may disclose Stamped Confidential Documents to: (i) the partners, associates, secretaries, paralegal assistants, and employees of such counsel to the extent reasonably necessary to render professional services in this proceeding; (ii) Commission officials involved in this proceeding; (iii) outside consultants or experts retained for the purpose of assisting counsel in these proceedings and who are not involved in the analysis underlying the business decisions and who do not participate directly in the business decisions of any competitor of any Submitting Party; (iv) employees of such counsel involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving data or designing programs for handling data connected with this proceeding; and (v) employees of third-party contractors performing one or more of these functions. Counsel may make arrangements to review the Bell Atlantic Stamped Confidential Documents by contacting Don Evans, Bell Atlantic, 1300 I Street, N.W., Suite 400 West, Washington, D.C. 20006 and to review the GTE Stamped Confidential Documents by contacting Alan Ciamporcero, GTE, 1850 M Street, N.W., Suite 1200, Washington, D.C. 20036.

4. Access to Confidential Documents. Counsel described in paragraph 3 shall have the obligation to ensure that access to Stamped Confidential Documents is strictly limited as prescribed in this order. Such counsel shall further have the obligation to ensure (i) that Stamped Confidential Documents are used only as provided in this order; and (ii) that Stamped Confidential Documents are not duplicated except as necessary for filing at the Commission under seal as provided in paragraph 7.

5. Procedures for Obtaining Access to Confidential Documents. In all cases where access to Stamped Confidential Documents is permitted pursuant to paragraph 3, and before reviewing or having access to any Stamped Confidential Documents, each person seeking such access shall execute the Acknowledgment of Confidentiality attached to this Protective Order and provide a copy of the executed Acknowledgment of Confidentiality to the Commission and to each Submitting Party so that it is received by

each Submitting Party five business days prior to such person's reviewing or having access to any such Stamped Confidential Documents. Each Submitting Party shall have an opportunity to object to the disclosure of Stamped Confidential Documents to any such persons. Any objection must be filed at the Commission and served on counsel representing, retaining or employing such person within three business days after receiving a copy of that person's Acknowledgment of Confidentiality. Until any such objection is resolved by the Commission and any court of competent jurisdiction prior to any disclosure, and unless that objection is resolved in favor of the person seeking access, persons subject to an objection from a Submitting Party shall not have access to Stamped Confidential Documents.

6. Requests for Additional Disclosure. If any person requests disclosure of Stamped Confidential Documents outside the terms of this protective order, such requests will be treated in accordance with sections 0.442 and 0.461 of the Commission's rules.

7. Use of Confidential Information. Counsel described in paragraph 3 may, in any documents that they file in this proceeding, reference information found in Stamped Confidential Documents or derived therefrom (hereinafter, "Confidential Information"), but only if they comply with the following procedure:

a. Any portions of the pleadings that contain or disclose Confidential Information must be physically segregated from the remainder of the pleadings;

b. The portions of pleadings containing or disclosing Confidential Information must be covered by a separate letter to the Secretary of the Commission referencing this Protective Order;

c. Each page of any party's filing that contains or discloses Confidential Information subject to this Order must be clearly marked: "Confidential Information included pursuant to Protective Order, \_\_ Docket No. 98-\_\_\_\_; and

d. The confidential portion(s) of the pleading shall be served upon the Secretary of the Commission and each Submitting Party. Such confidential portions shall be served under seal, and shall not be placed in the Commission's Public File. A party filing a pleading containing Confidential Information shall also file a redacted copy of the pleading containing no Confidential Information, which copy shall be placed in the Commission's public files. Parties may provide courtesy copies under seal of pleadings containing Confidential Information to Commission staff.

8. No Waiver of Confidentiality. Disclosure of Confidential Information as provided herein by any person shall not be deemed a waiver by any Submitting Party of any privilege or entitlement to confidential treatment of such Confidential Information. Reviewing parties, by viewing these material: (a) agree not to assert any such waiver; (b) agree not to use information derived from any confidential materials to seek disclosure in any other proceeding; and (c) agree that accidental disclosure of Confidential Information by a Submitting Party shall not be deemed a waiver of any

privilege or entitlement as long as the Submitting Party takes prompt remedial action.

9. Subpoena by Courts or Other Agencies. If a court or another administrative agency subpoenas or orders production of Stamped Confidential Documents or Confidential Information that a party has obtained under terms of this order, such party shall promptly notify each Submitting party of the pendency of such subpoena or order. Consistent with the independent authority of any court or administrative agency, such notification must be accomplished such that the Submitting Party has a full opportunity to oppose such production prior to the production or disclosure of any Stamped Confidential Document or Confidential Information.

10. Client Consultation. Nothing in this order shall prevent or otherwise restrict counsel from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Stamped Confidential Documents; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not disclose Stamped Confidential Documents or Confidential Information.

11. Violations of Protective Order. Persons obtaining access to Stamped Confidential Documents or Confidential Information under this order shall use the information solely for preparation and the conduct of this proceeding as delimited in paragraphs 4, 7, and 10, and any subsequent judicial proceeding arising directly from this proceeding and, except as provided herein, shall not use such information for any other purpose, including business, governmental, commercial, or other administrative, regulatory or judicial proceedings. Parties will be permitted to use these materials in connection with communications and submissions to the Department of Justice as they pertain to that agency's review of the antitrust aspects of the proposed merger of Bell Atlantic and GTE. Should a party that has properly obtained access to Confidential Information under this Protective Order violate any of its terms, that party shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure of Confidential Information, the violating party shall take all necessary steps to remedy the improper disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective Order.

12. Prohibited Copying. If, in the judgment of the Submitting Party, a document contains information so sensitive that it should not be copied by anyone, it shall bear the additional legend "Copying Prohibited," and no copies of such document, in any form, shall be made. Application for relief from this restriction against copying may be made to the Commission, with notice to counsel for the Submitting Party.

13. Termination of Proceeding. The provisions of this order shall not terminate at the conclusion of this proceeding. Within two weeks after conclusion of this proceeding (which includes any administrative or judicial review), Stamped Confidential Documents and all copies of same shall be returned to the Submitting Party. No material whatsoever derived from Stamped Confidential Documents may be retained by any



person having access thereto, except counsel to a party in this proceeding (as described in paragraph 3) may retain, under the continuing strictures of this order, two copies of pleadings containing confidential information prepared on behalf of that party. All counsel of record shall make certification of compliance herewith and shall deliver the same to counsel for the Submitting Party not more than three weeks after conclusion of this proceeding.

14. Authority. This Order is issued pursuant to Section 4(i), 214(a), and 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 214(a), and 310(d), Section 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and authority delegated under Section 0.261 of the Commission's rules, 47 C.F.R. § 0.261, and is effective upon its adoption.

FEDERAL COMMUNICATIONS COMMISSION

Chief, \_\_\_\_\_ Bureau

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF CONFIDENTIALITY**

I hereby acknowledge that I have received and read a copy of the foregoing Protective Order in the above-captioned proceeding and I understand it. I agree that I am bound by this Order and that I shall not disclose or use documents or information designated as "CONFIDENTIAL INFORMATION" or any information gained therefrom except as allowed by the Order. I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission.

Without limiting the foregoing, to the extent that I have any employment, affiliation or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any information obtained as a result of the order is due solely to my capacity as counsel to a party or other person described in paragraph 3 of the foregoing Protective Order and that I will not use such information in any other capacity nor will I disclose such information except as specifically provided in the order.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 199\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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ORIGINAL

Before The  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

RECEIVED

OCT - 2 1998

Federal Communications Commission  
Office of Secretary

In the Matter of	)	
	)	
GTE CORPORATION,	)	
	)	
Transferor,	)	File No.
	)	
and	)	
	)	
BELL ATLANTIC CORPORATION,	)	
	)	
Transferee.	)	
	)	
For Consent to Transfer of Control	)	

**APPLICATION FOR TRANSFER OF CONTROL**

**VOLUME II**

**APPLICATIONS**

Tab 1	Application for Transfer of Control of Part 5 Authorizations (Experimental) (GTE Government Systems Corporation, et al.)
Tab 2	Application for Transfer of Control of Part 21 Authorizations (Multipoint Distribution Service) (GTE Media Ventures Incorporated)
Tab 3	Application for Transfer of Control of Part 22 Authorizations (Cellular) (Alabama 1-Franklin RSA Partnership, et al.)
Tab 4	Application for Transfer of Control of Part 22 Authorization (Cellular) (GTE Pacifica Incorporated)
Tab 5	Application for Transfer of Control of Part 22 Authorizations (Paging) (Contel of Minnesota, Inc., et al.)
Tab 6	Application for Transfer of Control of Part 22 Authorizations (Rural Radio) (Contel of Minnesota, Inc., et al.)
Tab 7	Application for Transfer of Control of Part 22 Authorizations (Air-Ground) (GTE Airfone Incorporated, et al.)
Tab 8	Application for Transfer of Control of Part 24 Authorizations (Personal Communications Service) (GTE Wireless of the Midwest Incorporated, et al.)
Tab 9	Application for Transfer of Control of Part 25 Authorizations (Earth Stations) (GTE Government Systems Corporation)
Tab 10	Application for Transfer of Control of Part 25 Authorizations (Earth Stations) (GTE Telecom Incorporated)
Tab 11	Applications for Transfer of Control of Part 25 Authorizations (Earth Stations) (GTE Pacifica Incorporated)
Tab 12	Application for Transfer of Control of Part 25 Authorizations (Earth Stations) (GTE Hawaiian Tel International Incorporated)
Tab 13	Application for Transfer of Control of Part 78 Authorizations (Cable Television Relay Service) (GTE Media Ventures Incorporated)
Tab 14	Application for Transfer of Control of Part 90 Authorizations (Telephone Maintenance Radio Service) (Contel of Minnesota, Inc., et al.)
Tab 15	Application for Transfer of Control of Part 90 Authorizations (Business and Manufacturers Radio) (GTE Arkansas Incorporated, et al.)

- Tab 16      Application for Transfer of Control of Part 101 Authorizations (Point-to-Point Microwave and Local Television Transmission Service) (Contel of Minnesota, et al.)
- Tab 17      Application for Transfer of Control of Part 101 Authorizations (Point-to-Point Microwave) (Cellular RSA No.4 Limited Partnership, et al.)
- Tab 18      Application for Transfer of Control of Part 101 Authorizations (Point-to-Point Microwave) (GTE Government Systems Corporation, et al.)
- Tab 19      Application for Transfer of Control of Part 101 Authorizations (Private Operational Fixed Microwave) (GTE California Incorporated)
- Tab 20      Application for Transfer of Control of International Section 214 Authorizations and Cable Landing Licenses
- Tab 21      Application for Transfer of Control of Domestic Section 214 Authorizations



READ INSTRUCTIONS CAREFULLY  
BEFORE PROCEEDING

Electronic Fee Audit Code  
167552282731249  
(1) LOCKBOX# 358320

FEDERAL COMMUNICATIONS COMMISSION

## REMITTANCE ADVICE

PAGE NO. 1 OF 1

APPROVED BY OMB 3060-0589

SPECIAL USE

FCC USE ONLY

Experimental

### SECTION A - PAYER INFORMATION

(2) PAYER NAME (If paying by credit card, enter name exactly as it appears on your card)  
GTE Service Corporation

(3) TOTAL AMOUNT PAID (dollars and cents)  
\$ 225.00

(4) STREET ADDRESS LINE NO. 1  
1850 M Street, NW, Suite 1200

(5) STREET ADDRESS LINE NO. 2

(6) CITY  
Washington

(7) STATE  
DC

(8) ZIP CODE  
20036

(9) DAYTIME TELEPHONE NUMBER (include area code)  
202-463-5295

(10) COUNTRY CODE (if not in U.S.A.)

### SECTION B - APPLICANT INFORMATION

(11) APPLICANT NAME (If paying by credit card, enter name exactly as it appears on your card)  
Bell Atlantic Corporation

(12) STREET ADDRESS LINE NO. 1

(13) STREET ADDRESS LINE NO. 2  
1095 Avenue of the Americas

(14) CITY  
New York

(15) STATE  
NY

(16) ZIP CODE  
10036

(17) DAYTIME TELEPHONE NUMBER (include area code)  
212-395-2121

(18) COUNTRY CODE (if not in U.S.A.)

### SECTION C - PAYMENT INFORMATION

(19A) FCC CALL SIGN/OTHER ID  
KM2XOV, et al.

(20A) PAYMENT TYPE CODE (PTC)  
E A E

(21A) QUANTITY  
5

(22A) FEE DUE FOR (PTC) IN BLOCK 20A  
\$ 225.00

FCC USE ONLY

(23A) FCC CODE 1

(24A) FCC CODE 2

(19B) FCC CALL SIGN/OTHER ID

(20B) PAYMENT TYPE CODE (PTC)

(21B) QUANTITY

(22B) FEE DUE FOR (PTC) IN BLOCK 20B  
\$

FCC USE ONLY

(23B) FCC CODE 1

(24B) FCC CODE 2

(19C) FCC CALL SIGN/OTHER ID

(20C) PAYMENT TYPE CODE (PTC)

(21C) QUANTITY

(22C) FEE DUE FOR (PTC) IN BLOCK 20C  
\$

FCC USE ONLY

(23C) FCC CODE 1

(24C) FCC CODE 2

(19D) FCC CALL SIGN/OTHER ID

(20D) PAYMENT TYPE CODE (PTC)

(21D) QUANTITY

(22D) FEE DUE FOR (PTC) IN BLOCK 20D  
\$

FCC USE ONLY

(23D) FCC CODE 1

(24D) FCC CODE 2

### SECTION D - TAXPAYER INFORMATION (REQUIRED)

(25)

PAYER TIN

0 1 3 1 6 7 5 5 2 2

(26) COMPLETE THIS BLOCK ONLY IF APPLICANT NAME IN B-11 IS DIFFERENT FROM PAYER NAME IN A-2

APPLICANT TIN

0 2 3 2 2 5 9 8 8 4

### SECTION E - CERTIFICATION

(27) CERTIFICATION STATEMENT

I, \_\_\_\_\_, Certify under penalty of perjury that the foregoing and supporting information  
(PRINT NAME)  
are true and correct to the best of my knowledge, information and belief. SIGNATURE \_\_\_\_\_

### SECTION F - CREDIT CARD PAYMENT INFORMATION

(28)

MASTERCARD/VISA ACCOUNT NUMBER:

EXPIRATION DATE:

MASTERCARD

MONTH YEAR

VISA

I hereby authorize the FCC to charge my VISA or MASTERCARD  
for the service(s)/authorization(s) herein described.

AUTHORIZED SIGNATURE

DATE

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION



**PART I - APPLICATION FOR CONSENT TO TRANSFER CONTROL OF CORPORATION HOLDING STATION LICENSE**  
(This application must be filed before Transfer of Control takes place)

1. (a) Name of corporate licensee GTE Government Systems Corporation, et al. (See Exhibit 1)			
(b) Number and street address See Exhibit 1			
(c) City See Exhibit 1	(d) State See Exhibit 1	(e) ZIP Code See Exhibit 1	
2. Internet address: See Exhibit 1		3. Taxpayer Identification Number See Exhibit 1	
4. Call sign and radio service of each station See Exhibit 1			
5. (a) Fee Type Code EAE	(b) Fee Multiple 5	(c) Fee Due \$ 225.00	
6. Name(s) and Address(es) of Transferee Bell Atlantic Corporation, 1095 Avenue of the Americas, New York, NY 10036			
7. Subsequent to the Transfer of Control, will the licensee corporation be the same corporate entity? That is, will it retain its present name, corporate charter, State of incorporation, etc.? If "NO", give details on Page 3.			YES X
8. Subsequent to the Transfer of Control, will the licensee corporation be a representative of any foreign government? If "YES", give details on Page 3.			X
<b>9. THIS SECTION TO BE ANSWERED ONLY BY LICENSEES OF PUBLIC COAST, AIRPORT CONTROL TOWER, AERONAUTICAL ENROUTE, AERONAUTICAL FIXED, OR COMMON CARRIER ALASKA PUBLIC FIXED STATIONS. SUBSEQUENT TO THE TRANSFER OF CONTROL:</b>			
(a) Will any officer or director of such corporation be an alien? If "YES", see Instruction 6.			YES X
(b) Will more than 1/5 of the capital stock be either owned of record or may it be voted by aliens or their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? If "YES", see Instruction 6.			
(c) Will the licensee be directly or indirectly controlled by any other corporation? If "YES", answer Items (d) through (h) below.			
(d) What is the name and address of the corporation in immediate control?			
(e) Under the laws of what State or Country is the controlling corporation organized?			
(f) Is more than 1/4 of the capital stock of controlling corporation either owned of record or may it be voted by aliens or their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? If "YES", give details on Page 3.			YES X
(g) Is any officer or more than 1/4 of the directors of the controlling corporation an alien? If "YES", on Page 3 state name, nationality, and position of each, and state the total number of directors, and give a brief biographical statement for each alien.			
(h) Is the controlling corporation in turn controlled by other companies? If "YES", on Page 3, or a separate sheet of paper, provide information for each of these controlling companies covering information requested in Items (d) through (h).			
<b>CERTIFICATION</b> • Applicant waives any claim to the use of any particular frequency regardless of prior use by license or otherwise; • Applicant will have unlimited access to the radio equipment and will control access to exclude unauthorized persons; • Neither applicant nor any member thereof is a foreign government or representative thereof; • Applicant certifies that all statements made in this application and attachments are true, complete and made in good faith; • Neither the applicant nor any other party to the application is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, because of a conviction for possession or distribution of a controlled substance.			
<b>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(A)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).</b>			
SIGNATURE <i>W.P. Bar</i> Authorized Employee of Licensee Corporation		DATE 9/30/98	
SIGNATURE <i>James R. Young</i> Transferee of Control (Check one)		DATE 10/1/98	
<input type="checkbox"/> Individual		<input type="checkbox"/> Partner	
<input checked="" type="checkbox"/> Officer		<input type="checkbox"/> Other (Specify):	



**DETAILS / ADDITIONAL INFORMATION:**

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION

**PART II - AUTHORIZATION TO HOLD STATION LICENSE(S) AFTER TRANSFER OF CONTROL OF CORPORATION**

1. Name and mailing address of corporate licensee

See Exhibit 1

2. Call sign and radio service of each station

See Exhibit 1

**CONDITIONS OF GRANT**

The corporate licensee is hereby authorized to continue holding the radio station license(s) listed in item 2 on the basis of the representations made in the application for this authorization.

This authorization is granted for the term of the outstanding license(s) for the station(s) listed in item 2.

**DATE AUTHORIZED:**

**FEDERAL  
COMMUNICATIONS  
COMMISSION**

**THIS AUTHORIZATION TO BE FILED WITH  
CORPORATION'S RADIO STATION RECORDS**